

**Exhibit B**

**Unredacted 2021 Engagement Letter**

大成 DENTONS

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Dentons US LLP  
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New York, NY 10020-1089,  
United States,

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TERRAFORM LABS PTE. LTD.  
80 Raffles Place  
#32-01  
Singapore 048624  
Attn: Kwon Do Hyeong

Re: *Engagement Agreement*

**PRIVILEGED AND CONFIDENTIAL**

Dear Mr. Kwon:

Thank you for choosing Dentons US LLP to represent you in the matter described below.

**Our Clients.** The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons US LLP will represent Terraform Labs PTE. LTD ("Terraform"), Kwon Do Hyeong, and Chang Joon Han.

**Scope of Representation.** We have agreed to provide legal services in connection with an investigation by the Division of Enforcement of the U.S. Securities and Exchange Commission into the Mirror Protocol to determine if there have been violations of U.S. federal securities laws, as well as incidental matters, such as responding to audit letter requests.

**Terms of Business.** Attached is a copy of our Terms.

**Our Team and Charges.** Although Stephen Senderowitz and I will be principally responsible for this engagement, it is anticipated that other lawyers and professionals will be involved. Our fees will be based on the time devoted to the representation, and the billing rates charged by each timekeeper. Currently, our standard hourly charges range from \$355 to \$1,690 per hour depending on the lawyer's or professional's experience. For example, my time is billed at 1,650 per hour, and Stephen Senderowitz at \$1,545 per hour. Our representation of you also will involve costs, which are reviewed in the Terms.

**Retainer.** You have agreed to pay us a retainer of \$100,000. You consent to the deposit of the retainer in our general funds in any jurisdiction in which we maintain an office, as opposed to a separate account. We will charge our fees against the retainer and credit them on our billing statements. In the event our fees exceed the amount of the retainer deposited with us, we will bill you for, and you agree to pay, the excess. You also agree to promptly restore the principal amount of the retainer to \$100,000 as our fees are credited against such retainer. Any unused portion of the retainer will be refundable at the conclusion of our services.

**Simultaneous Representation.** By this Letter, we seek your informed consent that we may simultaneously represent Terraform, Mr. Kwon, and Mr. Chang in this engagement.

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We have discussed with you the potential for a conflict of interest to arise in the future. You have indicated that your interests presently coincide, and that you have agreed between yourselves that we should represent all of you. In the event that your interests continue to coincide, this joint representation should be more efficient and economical than would be the case if separate counsel were retained for each of you. However, such joint representation does have potential disadvantages. For example, one of the potential conflicts associated with such joint representation of a group of clients is that the lawyer may tend to emphasize the interests of the group as a whole more than any particular individual. While we will represent each of you to the best of our ability, our emphasis will be on all of you as a group.

An additional disadvantage relates to confidentiality of the information you provide to us. Where we represent one client alone, communications between client and lawyer for the purpose of seeking legal advice are considered privileged and confidential. Where we represent several clients in the same matter, nothing we learn in such representation is confidential as to any of them, though it may remain privileged and confidential as to third parties outside the group. If we learn something from one of you that we think the other needs to know, we will disclose the information to the other. If we learn something in confidence from one of you that we do not believe is relevant to the other and that the other does not need to know, we will not share the information with the other. You also should be aware that if any dispute among you ever results in litigation, you will be precluded from claiming, against one another, the lawyer-client privilege with respect to the joint representation.

It is possible that a conflict among you may arise in the future. Should such a conflict arise, if you do not consent to our continued representation, we will be required to withdraw from the joint representation and may not thereafter be able to represent any of you. Your execution of this Letter will reflect your consent to, and your understanding of the potential disadvantages of, joint representation.

**Right to Arbitration.** You may have the right to request arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or applicable bar association procedures, and we agree to participate fully in that process.

\* \* \*

Please indicate your agreement to the Letter and Terms by executing a copy of this Letter in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. We appreciate prompt receipt of an executed copy, but will commence work based on the understandings contained in this letter prior to our receipt of your signature. Of course, please contact me if you have any questions about anything in this Letter or the Terms, or with respect to any aspect of our representation of you.

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Again, we are very pleased to have this opportunity to be of service and to work with you.

Sincerely,

Dentons US LLP

By:


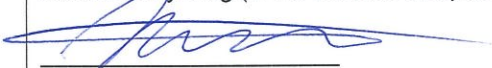
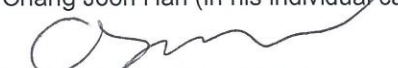
  
Douglas W. Henkin

Enclosure      *Terms of Business*

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**Agreement and Acceptance**

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

<p>TERRAFORM LABS PTE. LTD.</p> <p></p> <p>By: Kwon Do Hyeong</p>	<p>Kwon Do Hyeong (in his individual capacity)</p> <p></p> <p>By: Kwon Do Hyeong</p>
<p>Chang Joon Han (in his individual capacity)</p> <p></p> <p>By: Chang Joon Han</p>	